



WAIVER AND RELEASE OF LIABILITY

ACCEPTANCE OF RISKS OF CORONAVIRUS/COVID-19 IN PUBLIC SPACES

I, and my household wish to use the **Normandy Estates Pool** facility ("the facility").

In consideration of permission to use the facility, **I acknowledge and affirm** the following:

I, _____, on my own behalf and as an agent or guardian for those of my household who will attend the facility, hereby assume all risks of using the facility as further detailed below.

1. I agree to only come if I am healthy and not exhibiting any symptoms of illness such as a fever, shortness of breath, lessening of my sense of taste or smell, headache, cough, or congestion.
2. I have made myself aware or asked about the conditions of the facility operations and agree they represent all reasonable precautions under the circumstances. Should I believe additional measures should be taken I will advise the Board in a physical signed writing.
3. I agree that by using the facility, I may expose myself to COVID-19 and understand that such can be transferred through breath, physical contact, or contact with surfaces. I am aware of the risks associated with COVID-19, which include injury, illness, or even death. By using the facility, I assume all risks arising out of or relating to the negligence or omissions of the facility or its staff, contractors, or agents and release them to the greatest extent permissible by law.
4. I agree for myself and my successors that the above representations, acknowledgements and releases are contractually binding, and that should I, or my successors assert a claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties, in defending any such claim.
5. This release and waiver of liability may not be modified orally. Any modification must be in writing and signed by all parties or their duly authorized representatives. Any failure to enforce at any time or for any period any one or more of the provisions hereof shall not be construed as a modification or waiver of any such provision or of the right at any time subsequently to enforce all terms and conditions of any such provision.
6. I have read the foregoing release and waiver of liability. I understand its content, and agree to its terms, conditions, and limitations on my rights, and request that I be allowed to use the facility according to the terms of this release and waiver of liability and find the terms herein reasonable.

Signature _____ Date _____ Phone _____

If signing for a minor child attending with another household:

Name of Child _____ Relationship to Child _____